

TENDER

FOR

MAINTENANCE WORK IN FIRE FIGHTING SYSTEMS AND AVAILING STATUTORY APPROVAL FROM FIRE DEPARTMENT-PROVIDING ADDITIONAL SS HANDRAILS AT GMC-KOLLAM

NIQ No. HLL/IDS/GMC-KOLLAM/SS-HR/23-24/05

HLL Lifecare Ltd (A GOI Enterprise) Infrastructure Development Division 2nd Floor, Golden Jubilee Block, HLL Bhavan, Poojappura P.O, Thiruvananthapuram PH: 0471 – 2775500

HLL LIFECARE LIMITED (A Government of India Enterprise)

NOTICE INVITING TENDER (NIT)

Tender No. HLL/IDS/GMC-KOLLAM/SS-HR/23-24/05 Dated 15.06.2023

HLL Lifecare Ltd. (HLL) (A GOI Enterprise) invites offers from eligible bidders for the following work:

"Maintenance Work in Fire Fighting Systems and availing Statutory Approval from Fire Department- **Providing Additional SS Handrails at GMC-Kollam**"

The bids duly completed as per prescribed format must reach on or before 22.06.2023 at 3.00 pm in the office of HLL at Thiruvananthapuram. The opening will be on 22.06.2023 at 5.00 pm at Thiruvananthapuram. The detailed Bid document may be downloaded from our website <u>www.lifecarehll.com</u> and <u>www.hllites.com</u>

For HLL Lifecare Ltd

DGM (ID) - HITES

DISCLAIMER

This document has been prepared by HLL Lifecare Limited for the Maintenance Work in Fire Fighting Systems and availing Statutory Approval from Fire Department- **Providing** Additional SS Handrails at GMC-Kollam.

This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While due care has been taken in the preparation of the information contained herein, and is believed to be complete and accurate, neither any of the authorities/ agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, HLL does not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

HLL reserves the right not to proceed with the empanelment or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the empanelment further with any respondent.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their bids.

1. TENDER DETAILS

Sl. No.	Description	Details		
1	Tender No.	HLL/IDS/GMC-KOLLAM/SS-HR/23-24/05 Dated 15.06.2023		
2	Name of work	Maintenance work in firefighting systems and availing statutory approval from fire department- Providing additional SS handrails at GMC-Kollam		
3	Issue of Tender documents	Interested and eligible bidders can download the tender documents from <u>www.lifecarehll.com</u> and <u>www.hllites.com</u> from 15.06.2023 onwards		
4	Estimate amount	Rs.16,18,000/-(Excl. GST)		
5	Tender processing fee	Nil		
6	Bid Security Declaration (EMD)	Bidder shall submit the bid security declaration attached as 'EMD Form' in this tender in their letter head, duly signed by their authorized representative.		
7	Last Date & time of Submission of Bids	22.06.2023 @ 15.00 hrs		
8	Date & time of opening of Bids	22.06.2023 @ 17.00 hrs		
9	Place of submission and opening of bids	HLL Lifecare Ltd HLL Bhavan Golden Jubilee Block, 2 nd Floor Poojappura.P.O Trivandrum-12 Tel: 0471 2775500/568 The bids will be opened on the designated date and time in the presence of bidders who choose to attend the bid opening. Late bids will not be accepted under any circumstances.		
10	Completion Period	The work shall be completed within 01 (One) month from the date of commencement.		

11	Defect Liability Period	6 months from the date of completion of works as certified by Engineer in charge.
12	Performance Security	5% of the awarded value of work.

2. <u>INSTRUCTIONS TO BIDDERS</u>

2.1 Eligibility Criteria

The bidder shall fulfill the following eligibility criteria:

- a. The bidder should have Registered Office in Kerala
- b. Experience of having successfully completed one works of civil /maintenance work or Structural steel work or fire & safety work of value having 50% of the estimated cost put to tender during the last three years ending last day of the month previous to the one in which tenders are invited. Proof to be submitted
- c. The bidder shall have valid GST registration. Copy to be submitted

2.2 Submission of bids

Sealed Bids shall be submitted by the bidders within the due date and time in the following manners:

Envelope- 1 (Technical Bid)

Sealed envelope marked as "COVER-1" with tender name super scribed on it and shall contain the following:

- (i) GST registration details
- (ii) Documents as per eligibility criteria
- (iii) All pages of the tender document duly signed by the bidder as a token of acceptance of tender conditions
- (iv) EMD declaration form

Envelope- 2 (Price Bid)

Sealed envelope marked as "COVER: 2 (Price Bid)" with tender name super scribed on it and shall contain the following:

 Price bid as per Annexure –I of this document, printed in bidder's letter head and signed & sealed by their authorized representative.

Both Envelope 1 & Envelope 2 shall be sealed be in a single envelope with tender name written on the top of the envelope as "<u>Tender for Maintenance Work in Fire</u> <u>Fighting Systems and availing Statutory Approval from Fire Department- Providing</u> <u>Additional SS Handrails at GMC-Kollam."</u>

No condition i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever should be imposed. The conditional offers will be rejected.

2.3 Price bid

- i) The bidders are advised to quote their rate for executing the work in the format enclosed as **Annexure –I (Price bid)**
- ii) The quoted rates shall be inclusive of all applicable taxes & duties and shall be excluding GST. GST at actuals will be reimbursed along with the bills
- iii) All applicable statutory deductions like income tax etc will be deducted from the bills.

2.4 Validity of bid

Validity of bid shall be 90 days from date of opening. The Bidders shall not be entitled during the said period, to revoke or cancel their Bid or to vary the Bid given or any term thereof, without the consent in writing of HLL.

2.5 Bid evaluation

<u>Stage 1:</u> Technical bids will be opened first and bids will be evaluated and shortlisted as per the eligibility and technical qualifications.

<u>Stage 2</u>: Price Bids of the technically qualified bidders will only be opened and evaluated. The financial Bids of Bidders whose technical Bids are found unacceptable shall be not be opened. HLL shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

2.6 <u>Acceptance / rejection of bids:</u>

- a) The decision of HLL in bid evaluation will be final and binding
- b) HLL does not bind itself to accept the lowest bid.
- c) HLL also reserves the right to accept or reject any or all bids without assigning any reason whatsoever.
- d) HLL also reserves the absolute right to reject any or all the bids at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of the clients regarding the same shall be final and conclusive.

2.7 <u>Award of work:</u>

- a) The Successful lowest bidder would be notified in writing by HLL by issuing the Letter of Acceptance (LOA) in favour of the Bidder.
- b) It will be obligatory on the part of the Bidder sign the Bid documents for all the components & parts. After the contract is awarded, the bidder who is selected will have to enter into an agreement on proforma to be provided by HLL for work awarded, on a non-judicial stamp paper of requisite value at his own cost within 07 days from date of receipt of Letter of acceptance or before the work is undertaken.

CONDITIONS OF THE CONTRACT

1. Where the context so requires, words imparting the singular only also include the plural and vice versa.

2. **DEFINITIONS**

i. The "Site" shall mean the land and/or other places on into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted of used for the purpose of carrying out the contract.

ii. The "Competent Authority" means the HLL officials duly designated.

iii. The 'Engineer-in-charge means the Technical officer of HLL as the case may be who shall supervise as the in charge of the Works.

3. <u>SCOPE OF WORK:</u>

Providing additional SS handrails at GMC-Kollam with 6 months of Defects liability period (DLP).

- 4. The contractor shall visit the site before quoting the rates and clarifications if any required can be had from the undersigned before submitting the quotation.
- 5. Rates quoted should be inclusive of all cost of materials, tools/equipment/labour charges, conveyance to the site, handling charges, loading and unloading charges, hiring charges, clearing of debris, all taxes etc complete.
- 6. The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.
- 7. During the execution of work the contractor or authorized representative should be present at the site.
- 8. All Materials, Equipment/Tools required for the work should be arranged by the contractor and brought to the site for the timely completion of the work. The materials used shall be as per specification and of good quality.
- 9. The Contractor has to arrange necessary insurance coverage for the machine/workmen etc. deployed by him. He shall arrange all safety measures to

protect his workmen and also the properties of HLL Lifecare Limited.

10. Completion Period

The work shall be completed within One (01) month from the date of commencement.

11. Delay and extension

If the work is delayed by force majeure or any other cause in the absolute discretion of HLL, which is beyond the Contractor's control, the Contractor shall immediately upon the happening of such event contributing to delays give notice thereof in writing to HLL/Engineer-in-Charge but shall nevertheless use constantly their best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of HLL to proceed with the work.

Request for extension of time shall be made by the Contractor in writing within seven days of the happening of the event causing delay. The Contractor shall also indicate with any such request, the period for which extension is required. In any such case HLL may give a fair and reasonable extension of time for completion of individual items or group of items of work for which separate period of completion is specified in the contract as a whole, but it shall be the sole discretion of the Employer to grant or refuse such extension.

The decision of HLL in regard to the extension will be communicated to the Contractor in writing within a reasonable time but no compensation or any extra amount shall be paid for such extension granted by HLL.

12. Compensation for delay

The Contractor shall be liable to pay compensation to HLL in case of delay in fulfilling obligation under this agreement for causes solely attributable to the Contractor @~0.5% (Point five percent) of contract amount per week of delay subject to maximum of 5% (five percent only) of the total contract price towards their contract. HLL being sole judge for the assessment of delay.

13. Risk & Cost Clause

In case progress of any part of work is found to be unsatisfactory by HLL at any time during the execution vis-à-vis the terms of contract, HLL shall give the Contractor a fortnight's notice in writing asking for their plans for remedying the situation and to complete the job within the time decided by Engineer in Charge/HLL, subject however to the conditions that the entire work falling within their scope of work shall be completed within the stipulated time. On the failure to remedy the situation as per

agreed time with HLL, HLL shall have the right to withhold that portion of the work and get the same done at the risk and cost of the Contractor after giving one weeks' notice. For execution of balance work under risk and cost, the amount deducted towards performance security or amount payable to the Contractor will be utilized by HLL.

14. Termination of Contract

HLL reserves the right to terminate, or postpone the work on account of fulfillment of contractual obligation(s) or any sufficient cause, HLL being sole judge of the same. The Contractor shall be paid for the useful work done up to the date of termination. HLL shall determine the credit to be given to the Contractor for the value of the work executed by the Contractor. The Contractor shall give HLL all the data, compiled report, drawings etc. prepared by them till the date of termination before the final dues are paid to the Contractor. Even after the termination of agreement, the Contractor shall continue to cooperate with HLL to such a reasonable extent as may be necessary to clarify or explain any reports or recommendations in documents or detailing made by them.

15. Breach of Trust

Unless otherwise directed by HLL specifically, the Contractor t shall not contact directly or indirectly the client or any other authorities connected with the project. Noncompliance of this clause shall be treated as breach of trust resulting in the termination of contract between HLL and the Contractor for which without any prior notice to him. In such event, no job will be entrusted to him in future by HLL.

16. Confidentiality

The Contractor agrees that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract shall be for all time and for all purpose regarded as strictly confidential and shall not be directly or indirectly disclosed to any person without the written permission of HLL.

17. Discussions with HLL and Approvals

The Contractor shall make themselves available at reasonable notice to be present for discussions with HLL if required. The Contractor shall also provide assistance, advice and information to HLL as may be required from time to time for discussions with HLL officials or other agencies appointed by HLL connected with the work.

The Contractor shall get approved the work done by him at every stage throughout the period from HLL. However, such approval by HLL shall not be deemed to absolve the Contractor of the total responsibility of the correctness and soundness of the work and other obligations under this contract.

18. Guarantee and liability of the Contractor

The Contractor shall be liable for all consequence of errors and omissions arising from errors solely attributable to Contractor or on the part of their employees to the extent and with the limitation specified by HLL.

19. Variation in scope of work and schedule of quantity

The scope of work & schedule of quantities may vary to any extent. The rates quoted by the Contractor shall remain firm for the complete job as directed by the Engineer in Charge. The Contractor will be paid for the actual executed quantity of work.

20. Escalation

Escalation is not applicable in this contract.

21. Mobilization Advance

No Mobilization advance shall be paid.

22. Tax

The Contractor shall pay all the taxes and duties applicable. GST at actuals will be reimbursed to the Contractor. All statutory deductions shall be made from Contractor's bill as per rules.

23. Arrangement for Power & Water

The Contractor shall make his/ their own arrangements for obtaining electrical connections and water of desired quality and make necessary payments directly to the departments concerned and nothing will be paid extra for the same.

24. Dispute Resolution

Any disputes or differences whatsoever arising out of the contract shall be mutually discussed and settled by the parties. All disputes or differences whatsoever arising between the parties to this contract which cannot be settled by mutual discussion or shall be settled under the provisions of Arbitration & Conciliation Act 1996 (As amended).

The courts at Thiruvananthapuram shall have jurisdiction to entertain and adjudicate any disputes.

25. MEASUREMENT OF WORKS

All measurements and levels shall be taken jointly by the Engineer-in-Charge of HLL or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance and will be maintained by the Engineer-in-Charge. The contractor has to maintain measurement book as per the direction of EIC.

26. PAYMENT TERMS

Bills shall be raised in the name of HLL Lifecare Limited (HLL). The payments will be released to the contractor through bank transfer based on the certification of bills by EIC of HLL.

Required documents for direct bank transfer shall be submitted by the Contractor to the Engineer-In-Charge of HLL as per requirement.

Interim or Running Account Bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format given by EIC within the time frame fixed for the same by the Engineer-in-Charge (EIC). The bills shall be submitted with all supporting documents as required by the EIC / tender.

The final bill shall be submitted by the contractor, along with all supporting documents required as per tender in the same manner as specified in interim bills within one months of physical completion of the work. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Final bill shall be paid within 3 months from the date of submission of bills with all supporting documents.

All statutory payments in connection with the employment of the Workmen & Employees State Insurance for this work will be borne by the Contractor at the prevailing rates.

The deduction towards statutory deductions shall be changed if the government revises the rate. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent bills/final bill.

However, it shall be the responsibility of the contractor to ensure that all the statutory requirements are met with as per the prevailing norms.

27. Performance Security

Performance Security shall be recovered at the rate of 5% of gross amount of each running bill till the sum will amount to a security deposit of 5% of the awarded value of

work as per LOA. The security Deposit will be returned after the successful completion of the defect liability period.

28. Defect liability period

The defect liability period shall be 06 months from the date of issue of the completion certificate by HLL EIC

29. Final payment shall be paid only after clearing the site as per the direction of Engineer-in-charge.

Deputy General Manager (ID)

Annexure –I

PRICE BID

Name of work: Maintenance work in firefighting systems and availing statutory approval from fire department- Providing additional SS handrails at GMC-Kollam

BOQ								
Item No	DSR Code	Details of items	Unit	Quantity	Rate (Rs)	Amount (Rs) Excluding GST		
1	MR	Providing and fabricating stainless steel handrail using SS pipe for gap for 15 cm maintain the gap as per fire and rescue department. The rates shall be inclusive of cost of all materials, labour charges for straightening, cutting, welding, grinding, buffing and fixing the framework in position at all levels. (Tube specifications: code 304, 12mm dia, 1.5mm thickness)	Meter	6472				
Tot	al Amo	unt Excluding GST		figures) 1 words)	I			

Note:

- GST will be paid extra at actuals.
- Payment will be based on as per actual quantity of work executed at site.

For..... (name of Contractor)

Tender No. HLL/IDS/GMC-KOLLAM/SS-HR/23-24/05

Details of autrorised signatory with sign & seal

Note:

(i) Price bid to be submitted on letter head of the organization, signed and sealed by the authorized representative of the organization.

Annexure II

Bid Security Declaration Form (TO BE SUBMITTED ON LETTER HEAD)

Whereas, I/we(name of agency) have submitted bids for (name of work).

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If after the opening of bid, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents, Or

(2)If, after acceptance of bid, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended from bidding, making me/us ineligible to bid for HLL/HITES tenders all over India for a period of one year from date of issue of suspension order stating so and issued by HLL/HITES.

Signature of the Bidder Name of bidder with complete address & e-mail ID

(Note: the declaration shall be submitted by the bidders in letter head duly signed & sealed by the authorized signatory bidder and notarized)